

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <b>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>				1. REQUISITION NUMBER SC4403-0076-A-001		PAGE 1 OF 22	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER SP4410-00-R-0502	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME VIRGINIA MAYHEW				b. TELEPHONE NUMBER (No collect calls) (616) 961-7130	
9. ISSUED BY		CODE SP4410		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100 %FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A) SIC: 8734 SIZE STANDARD: \$3.5		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	
DEFENSE REUTILIZATION & MARKETING SERVICE FEDERAL CENTER (DRMS-TPOO/vm) 74 WASHINGTON AVENUE NORTH BATTLE CREEK MI 49017-3092				13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		12. DISCOUNT TERMS	
				13b. RATING		14. THIS ACQUISITION IS <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
15. DELIVER TO		CODE		16. ADMINISTERED BY			
17a. CONTRACTOR/ OFFEROR		CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY	
						CODE HQ0131	
TELEPHONE NO.				DEFENSE FINANCE AND ACCOUNTING SERVICE ATTN: DFAS-CO-TLCO PO BOX 369016 COLUMBUS OH 43236-9016			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	CONTINUED ON PAGE 2 OF 22						
(Attach Additional Sheets as Necessary)							
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED _____ . YOUR OFFER ON SOLICITATION _____ BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)				30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)	
						31c. DATE SIGNED	
32a. QUANTITY IN COLUMN 21 HAS BEEN  <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER  <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER	
						35. AMOUNT VERIFIED CORRECT FOR	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE				32c. DATE SIGNED		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
						37. CHECK NUMBER	
				38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	
						40. PAID BY	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				42a. RECEIVED BY (Print)			
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				42b. RECEIVED AT (Location)			
				42c. DATE REC'D (YY/MM/DD)			

**Continuation of SF 1449  
Section A**

1. The following sections require fill-ins by the offerors: Section A cover-sheet SF Form 1449 and clauses .
2. Clause E. 15 describes the format for submission of all proposals.
3. This solicitation is being issued as a small business set-aside.
4. The point-of-contract for this solicitation is listed below:

Ms. Virginia Mayhew  
Contract Specialist  
Phone: (616)961-7130  
E-mail: [vmayhew@mail.drms.dla.mil](mailto:vmayhew@mail.drms.dla.mil)  
Fax: (616) 961-4474

5. This solicitation as well as any subsequent amendments shall be available on DRMS' Web Page under procurement area. The address is <http://www.drms.com>.

**SECTION B****B.1 SUPPLIES OR SERVICES AND PRICE/COSTS:**

Nonpersonal services to provide assay/analysis services listed below in accordance with the requirements and specifications in Section B.2.

<b>BASE PERIOD (12 Months)</b>					
<b><u>CLIN</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>ESTIMATED QUANTITY</u></b>	<b><u>UNIT</u></b>	<b><u>UNIT PRICE</u></b>	<b><u>AMOUNT</u></b>
0001	Assay of shot for four elements (Au, Ag, Pt, Pd)	275	EA	\$_____	\$_____
0002	Assay of ash, powder, matte, slag fines, slag oversize, sludge, baghouse dust, or solutions for four elements (Au, Ag, Pt, Pd)	200	EA	\$_____	\$_____
0003	Assay of shot for silver	75	EA	\$_____	\$_____
0004	Assay of ash, powder, matte, slag fines, slag oversize, sludge, baghouse dust, or solutions for silver	50	EA	\$_____	\$_____
0005	Assay of shot, ash, powder, matte, slag fines, slag oversize, sludge, baghouse dust, or solutions for osmium, rhodium, iridium, or ruthenium.	15	EA	\$_____	\$_____
TOTAL CLINs 0001 THRU 0005 (Base Period)					\$_____

**FIRST OPTION YEAR  
(12 Months)**

<u>CLIN</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0001	Assay of shot for four elements (Au, Ag, Pt, Pd)	275	EA	\$_____	\$_____
0002	Assay of ash, powder, matte, slag fines, slag oversize, sludge, baghouse dust, or solutions for four elements (Au, Ag, Pt, Pd)	200	EA	\$_____	\$_____
0003	Assay of shot for silver	75	EA	\$_____	\$_____
0004	Assay of ash, powder, matte, slag fines, slag oversize, sludge, baghouse dust, or solutions for silver	50	EA	\$_____	\$_____
0005	Assay of shot, ash, powder, matte, slag fines, slag oversize, sludge, baghouse dust, or solutions for osmium, rhodium, iridium, or ruthenium.	15	EA	\$_____	\$_____
TOTAL CLINs 0001 THRU 0005 (First Option Year)					\$_____

**SECOND OPTION YEAR  
(12 Months)**

<u>CLIN</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0001	Assay of shot for four elements (Au, Ag, Pt, Pd)	275	EA	\$_____	\$_____
0002	Assay of ash, powder, matte, slag fines, slag oversize, sludge, baghouse dust, or solutions for four elements (Au, Ag, Pt, Pd)	200	EA	\$_____	\$_____
0003	Assay of shot for silver	75	EA	\$_____	\$_____
0004	Assay of ash, powder, matte, slag fines, slag oversize, sludge, baghouse dust, or solutions for silver	50	EA	\$_____	\$_____
0005	Assay of shot, ash, powder, matte, slag fines, slag oversize, sludge, baghouse dust, or solutions for osmium, rhodium, iridium, or ruthenium.	15	EA	\$_____	\$_____
TOTAL CLINs 0001 THRU 0005 (Second Option Year)					\$_____
TOTAL AMOUNT (Base and Option Years)					\$_____

**B.2 STATEMENT OF TASKS:**

a. Assay service request on this contract are a result of various processing methods to recover the precious metals from secondary scrap (electronics, batteries, silver flakes/chips, high temperature alloys, film, film ash, cartridges, cells, etc.).

b. The assay contractor shall analyze/assay samples shipped to them on an intermittent basis for the term of this contract. The results of the assays will be reported as follows:

(1) Shot and Ash assays are to be reported in parts per thousand (ppt). Shot samples will come in three parts (1A, 1B, and 1C).

(2) Solution assays are to be reported in troy ounces per gallon (tog). The dry basis provision is not applicable to solution assay.

(3) Sweeps (i.e., matte, slag fines, slag oversize, dried sludge, baghouse, dust, and powder) are to be reported in ounces per ton (opt).

All assay are to be carried to **two** decimal places. If assays are performed in three decimal places, the report will be submitted showing only two. Second place will be rounded up if the third place is a 5 or higher, and rounded down if 4 or lower. Results less than .01 ppt (or its equivalent) shall be reported as trace or not detected (ND) whichever is applicable.

c. Fire assay shall be used as the initial collective step. For any samples expected to be greater than 50 percent precious metals purity, the assay shall be corrected for any loss that may occur during assaying. Contractor shall perform a minimum of two determinations or enough assays so that the confidence levels for the results are 99.5 percent. With the exception of solutions, assays shall be reported on a dry basis.

d. Samples are generated based on the stage that material is processed at a recovery facility. Therefore, when samples are ready to be shipped, the Government Representative at the recovery contractor's facility will box up the samples, provide a cover sheet inside identifying the samples contained and ship the samples to the Assay Contractor's laboratory post-paid. Contractor shall notify the COR (DRMS-LMS) via facsimile (616) 961-7348 within **three (3) work days** of the day samples are received. Failure to notify DRMS-LMS can be used to validate contractor poor performance and grounds for contract termination. Contractor will fax a copy of the shipment documentation (cover sheet) that is included with the shipment along with contractor signature and date on the letter/memorandum when the samples were received.

e. Bid price must include any sample preparation costs. Bids will be on the actual shot, dust, slag, etc. to be analyzed as identified in Section B.

f. Work shall be completed and assay report (original and one copy) mailed to the Contracting Officer (CO) within **20 calendar days** of receipt of sample material. Completed work is defined as analysis/assays performed and analysis/assay report prepared and mailed to the CO.

g. Analysis/assay report for each sample shall identify, as a minimum, the recovery contractor's name, contract and/or delivery order number, the sample lot number and weight represented by the sample, the sample identification (i.e., melt/lot/slag number) and analysis/assay results in ppt/opt/tog and carried to two decimal places for each sample. Along with the individual numbers for the shots (A, B, and C) analyzed, the average of the three shots will also be provided on the report. Such as:

LOT NUMBER	DESCRIPTION	Au	Ag	Pt	Pd
RB735	Shot – A	0.02 ppt	12.25 ppt	0.01 ppt	0.01 ppt
	Shot – B	0.03 ppt	12.27 ppt	0.02 ppt	0.00 ppt
	Shot – C	<u>0.04 ppt</u>	<u>12.24 ppt</u>	<u>0.03 ppt</u>	<u>0.01 ppt</u>
	Avg.	0.03 ppt	12.27 ppt	0.02 ppt	0.01 ppt
	Slag or Dust	0.14 opt	17.27 opt	0.09 opt	0.12 opt
	Solution	0.06 tog	142.03 tog	ND	ND

h. The contractor shall complete an invoice for payment and submit it to the COR for certification and verification. The invoice will only be submitted to the COR after the analysis/assay report has been completed. The contractor shall ensure, as a minimum, that the invoice contains the contract and/or delivery order number(s), CLIN numbers, unit of issue, extended price per line item, and any other pertinent information necessary for payment in accordance with the payment clause. The COR is authorized to return any incorrect invoice(s) to the contractor with explanation of errors and request contractor resubmit a corrected invoice prior to COR certification and verification. The COR, after verification/certification, will forward contractor invoice onto DLIS for submittal to DFAS for contractor payment.

i. Should the Assay Contractor and the Recovery Contractor's assay results be outside of the recovery contract authorized splitting limits identified on the following pages, and require an umpire assay be performed, then the Government's Assay Contractor will be responsible for:

(1) the costs of umpire assay(s) if the Government's assay is the farthest from the umpire assay results.

(2) half of the costs of the umpire assays if the Government's and Recovery Contractor's assays are equidistant from the umpire assay results.

A copy of the calculations utilized showing the assay results for the Government, Recovery Contractor and Umpire Assayer will be provided as an attachment along with the contractors copy of the verified and certified invoice showing the cost deduction from the Government Assayer's invoice. Not always will it be decided to go to umpire when the Government and Contractor are outside of the splitting limits. The economics and value of the material are evaluated and reviewed by the Government and Recovery Contractor during settlement discussions for what is in the best interest of the Government. No input from the Government Assayer is allowed in the settlement decision. As information only, the umpire assay contractor is selected by agreement between the Government and Recovery Contractor who have agreed to have the umpire sample(s) submitted to one of three mutually agreed upon laboratories for assay.

TABLE OF SPLITTING LIMITSINGOTS

<u>Silver Assay - Parts Per 1,000</u>	<u>Split Parts Per 1,000</u>
Up to and including 1.00	0.20
Over 1.00 up to and including 5.00	0.50
Over 5.00 up to and including 25.00	1.00
Over 25.00 up to and including 100	2.00
Over 100.00 up to and including 342.00	3.00
Over 342.00 up to and including 950.00	2.50
Over 950	1.00
 <u>Gold Assay - Parts Per 1,000</u>	 <u>Split Parts Per 1,000</u>
Up to and including 0.1	0.02
Over 0.1 up to and including 0.5	0.05
Over 0.50 up to and including 50	0.15
Over 50 up to and including 100	0.25
Over 100 up to and including 300	0.50
Over 300	1.00
 <u>Platinum Family Metals* Parts Per 1,000</u>	 <u>Split Parts Per 1,000</u>
Up to and including 0.5	0.05
Over 0.5 up to and including 1.00	0.10
Over 1.00 up to and including 5.00	0.20
Over 5.00 up to and including 10.00	0.30
Over 10.00 up to and including 25.00	0.50
Over 25.00 up to and including 50.00	0.75
Over 50.00 up to and including 100.00	1.00
Over 100.00 up to and including 350.00	2.00
Over 350.00 up to and including 500.00	3.00
Over 500.00 up to and including 800.00	4.00
Over 800.00	8.00

SWEEPS

<u>Silver Assay - Ounce Per Ton</u>	<u>Split Ounces Per Ton</u>
Up to and including 1,000	10.00
Over 1,000 up to and including 4,000	20.00
Over 4,000 up to and including 10,000	50.00
Over 10,000	0.50% of the average of the two assays
 <u>Gold Assay - Ounce Per Ton</u>	 <u>Split Ounces Per Ton</u>
Up to and including 1.00	0.10
Over 1.00 up to and including 10.00	0.15
Over 10.00 up to and including 25.00	0.20
Over 25.00 up to and including 50.00	0.30
Over 50.00 up to and including 100.00	0.50
Over 100.00	1.00



<u>Platinum Family Metals* Ounce Per Ton</u>	<u>Split Ounces Per Ton</u>
Up to and including 0.50	0.05
Over 0.50 up to and including 1.00	0.10
Over 1.00 up to and including 5.00	0.20
Over 5.00 up to and including 10.00	0.30
Over 10.00 up to and including 25.00	0.50
Over 25.00 up to and including 50.00	0.75
Over 50.00	1.00

\* Platinum Family Metals include - Platinum, Palladium, Rhodium, Iridium, Ruthenium, and Osmium

j. Evaluation of Assay Contractor's percentage of assays outside the splitting limits by the Government will be performed. Accuracy rating of Assay Contractor's performance is based on the fact that no more than five (5) percent out of 100 elements (assays) should be outside of the range of the recovery contract splitting limits. An element is defined as the assay of one metal (gold, silver or platinum family metals), whether it is in a sample consisting of one or more elements. Performance outside the splitting limit will create a notice from the CO of failure to perform. Further failure to perform, and/or continued accuracy ratings above 5 percent outside of the recovery contract splitting limit will be used to validate contractor poor performance and contract termination.

k. The contractor will maintain residual material from assay until disposition instructions are received from the Contracting Officer. After each contract performance period is complete (Base, First, Second) the contractor shall submit an inventory of the residues at the contractor's facility within 30 calendar days to the CO. The disposition request will identify as a minimum cross-reference samples analyzed/assayed by recovery contract/delivery order number, contractors analysis/assay report number, and contractor's invoice number. The contractor shall maintain the security and integrity of all remaining residual Government material until receipt of disposition instructions from the CO, which at that time title to residual material passes, to the contractor.

l. Contract Documentation/Routing Procedures. The following list identifies the documentation or related scenarios that require action by the contractor and lists the "action by" for completing the requirements, along with "timeframe/documentation" required in accordance with the contract.

Abbreviations:

CO – Contracting Officer

DO – Delivery Order

Kt – Contractor

COR – Contracting Officer Representative

<u>DESCRIPTION</u>	<u>ACTION BY</u>	<u>TIMEFRAME/DOCUMENTATION</u>
Sample Receipt Notification (reference B.2.d)	Kt to COR	- By facsimile within 3 work days of sample receipt.
Assay/Analysis Report (reference B.2.f and B.2g)	Kt to CO	- Within 20 calendar days from receipt of samples. (Original plus 1 copy)
Contractor Invoice (reference B.2.h)	Kt to COR	- Original Invoice after analysis/assays complete and report submitted.
Disposition Instruction of Sample Residue (reference B.2.k)	Kt to CO	- In writing, after completion of Contract or Performance period.

## **CLAUSES/PROVISIONS**

**C.0** Unless otherwise noted, the following clauses/provisions are hereby incorporated by reference. Fill ins as applicable are provided under each clause. Clauses may be accessed on the Internet at <http://www.procregs.hq.dla.mil/logisticpolicy/default2.htm> click on procurement links, then click on FAR/DFARS Local Clauses.

### **C.1 CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS FAR 52.212-4 (MAY 1999)**

### **C.2 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS FAR 52.212-5 (JUN 2000).**

The following clauses under paragraph (b) apply:

- (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with alternate I (41 U.S.C. 253F and 10 U.S.C. 2402).
- (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).
- (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).
- (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637 (a) (14)).
- (11) 52.222-21, Prohibition of Segregated Facilities.
- (12) 52.222-26, Equal Opportunity (E.O. 11246).
- (13) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).
- (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C.793).
- (15) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam (38 U.S.C. 4212).
- (22) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (31 U.S.C. 3332).

### **C.3. CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS DoD FAR SUPPLEMENT 252.212.7001 (MAR 2000)**

- ☒ 252.204-7004, Required Central Contractor Registration (MAR 1998).
- ☒ 252.219-7003, Small Business and Small Disadvantaged Business Subcontracting Plan (DoD Contracts ) (15 U.S.C. 637).
- ☒ 252.225-7012, Preference for Certain Domestic Commodities.
- ☒ 252.243-7002, Requests for Equitable Adjustment (10 U.S.C. 2410).

### **C.4 GRATUITIES FAR 52.203-3 (APR 1984)**

### **C.5 REQUIREMENTS FAR 52.216-21 (OCT 1995)**

### **C.6 NOTICE OF TOTAL SMALL BUSINESS SET ASIDE FAR 52.219-6 (JUL 1996)**

### **C.7 PAYMENT BY ELECTRONIC FUNDS TRANSFER—CENTRAL**

**CONTRACTOR REGISTRATION FAR 52.232-33 (MAY 1999)****C.8 CONTRACTING OFFICER'S REPRESENTATIVE DoD FAR SUPPLEMENT 252.7000 (DEC 1991)****C.9 POSTAWARD CONFERENCE DoD FAR SUPPLEMENT 252.242-7000 (DEC 1991)****C.10 PRICING OF CONTRACT MODIFICATIONS DoD FAR SUPPLEMENT 252.243-7001 (DEC 1991)****C.11. PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)****C.12. ORDERING FAR 52.216-18 (OCT 1995)**

May be issued from date of award through the end of a twelve (12) month period.

**C.13. ORDER LIMITATIONS FAR 52.216-19 (OCT 1995)**

(a) Minimum order.

Less than one (1) sample for any CLIN.

(b) Maximum order.

(1) Any order for a single item in excess of 100 samples per mailing group;

(2) Any order for a combination of items in excess of 100 samples per CLIN combination;

or

(3) A series of orders from the same ordering office within twenty (20) calendar days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(d) Within ten (10) days after issuance.

**C.14 OPTION TO EXTEND SERVICES FAR 52.217-8 (NOV 1999)**

The Contracting Officer may exercise the option by written notice to the Contractor within 7 calendar days prior to the end of the base period, any option period, or any previous one-month extension.

**C.15. OPTION TO EXTEND THE TERM OF THE CONTRACT FAR 52.217-9 (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the contractor at least fourteen (14) days before the end of the current bid schedule in effect as of the date of the written notice. The preliminary notice does not commit the Government to an extension.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 36 months.

**C.16. AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR FAR 52.232-19 (APR 1984)**

Beyond September 30, 2000.

**C.17. CONTRACTING OFFICER (CO) DRMS 52.201-9R01 (JAN 2000)****C.18 NOTICE REGARDING SOLICITATION AND CONTRACT DRMS (JUL 2000)**

- (a) Upon award, Sections E will not be physically included in the resultant contract.

**C.19 PERIOD OF PERFORMANCE DRMS (JUL 2000)**

One funding order will be issued to fund the requirement from October 1, 2000 through September 30, 2001 with two twelve (12) month one year option period.

**C.20 EXTENSION OF SERVICES WITHOUT INCREASED PRICING DRMS 52.217-9R04 (AUG 1996)****C.21. INVOICING - PRECIOUS METALS ASSAY CONTRACT DRMS 52.232-9R02 (JAN 2000) FULL TEXT**

- (a) The contractor shall submit an original invoice to the Contracting Officer's Representative (COR) at the following address:

Defense Reutilization and Marketing Office  
Attn: DRMS-LMS  
74 N. Washington Avenue  
Battle Creek, MI 49017-3092

Submission of the invoice certifies that all services rendered were performed in accordance with the terms and conditions of the contract, that deposits for the invoiced items have been made, and that all necessary documentation required by Section C has been provided to the Contracting Officer (CO). Deposits must be made and all documentation must be submitted to the CO prior to submission of the invoice. The COR will certify the invoice and forward the invoice and the required copies to the payment office. The designated payment office is located at the Defense Finance and Accounting Service in Columbus, Ohio. The appropriate post office box and division will be specified on the award document (SF1449).

- (b) Payment will be based on each.

- (c) Doesn't apply.

- (d) Doesn't apply.

- (e) All payments will be made in accordance with the clause entitled, PROMPT PAYMENT FAR 52.232-25.

**C.22 CONTRACT ADMINISTRATION OFFICE (CAO) DRMS 52.242-9R01****C.23 REMITTANCE ADDRESS DRMS 52.242-9R03 (DEC 1995)**

Prospective Contractors are requested to provide the following information:

REMITTANCE MAILING ADDRESS:

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**C.24 CONTRACTING OFFICER'S REPRESENTATIVE DoD FAR SUPPLEMENT  
252.201-7000 (DEC 1991)**

**C.25 ALTERNATE PROTEST PROCEDURES DRMS 52.233-9R01**

c. Offerors who elect to utilize the alternate procedure shall submit their protest to the following address: Defense Reutilization and Marketing Service, Attention: DRMS-TPOO, Room 2-2-60, Bernard Solovey, Federal Center, 74 N. Washington Avenue; Battle Creek MI 49017-3092.

**C.26 DISPUTES: AGREEMENT TO USE ALTERNATIVE DISPUTE RESOLUTION  
DRMS 52.233-9R02 (APR 2000)**

If you wish to opt out of this clause check here [ ☐ ].

**C.27 TECHNICAL PROPOSAL**

The contractor's acceptable technical plan submitted during the solicitation phase of this contract is incorporated into the contract. Any changes to the technical plan shall be submitted to the CO for approval prior to implementation. Should contractor assay methods and sample results fail to limit the Government's requirements for umpire assays, the CO may utilize this information as an evaluation method for contract termination. Incorporation of this plan into the contract Government approval does not constitute a certification or guarantee of the success of any of the assay methods. Should the contractor's assay methods and sample results fail to limit the Government's requirements for umpire assays, the CO may utilize this information as an evaluation method for contract termination.

## **SECTION D**

### **D.1 LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS DRMS 52.204-9R01 (JAN 2000)**

(a) This solicitation package consists of the following documents:

Section A, SF 1449

Section B, Continuation sheet(s) for SF 1449

Section C, Contract clauses

Section D, List of attachments and other documents

Section E, provisions (and addenda)

## **SECTION E**

**E.0** Unless otherwise noted, the following clauses/provisions are hereby incorporated by reference. Fill ins as applicable are provided under each clause. Clauses may be accessed on the Internet at <http://www.procregs.hq.dla.mil/logisticpolicy/default2.htm> click on procurement links, then click on FAR/DFARS Local Clauses

### **E.1 Instructions to Offerors – COMMERCIAL ITEMS FAR 52.212-1 (FEB 2000)**

### **E.4 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIALS ITEMS FAR 52.212-3 (FEB 2000)**

### **E.5 TYPE OF CONTRACT FAR 52.216-1 (APR 1984) FULL TEXT**

The Government contemplates award of a FIRM FIXED PRICE INDEFINITE DELIVERY INDEFINITE QUANTITY REQUIREMENTS contract resulting from this solicitation.

### **E.8 SERVICE OF PROTEST FAR 52.233-2 (AUG 1996)**

(a) Defense Reutilization & Marketing Service. ATTN: DRMS-TPOO, Federal Center, 74 N. Washington Ave.; Battle Creek, MI 49017-3092.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

### **E.9 PROTEST AFTER AWARD FAR 52.233-3 (AUG 1996)**

### **E. 10 OFFEROR REPRESENTATIONS AND CERTIFICATIONS –COMMERCIAL ITEMS DFARS 252.212-7000 (NOV 1995)**

(b)(2) Representation. The Offeror represents that it-

\_\_\_\_\_ Does anticipate that supplies will be transported by sea in the perform any contract or subcontract resulting from this solicitation.

\_\_\_\_\_ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

### **E. 11 REQUIRED CENTRAL CONTRACTOR REGISTRATION DFARS 252.204-7004 (MAR 2000)**

### **E.12 PREAWARD SURVEY DRMS 52.209-9R01 (DEC 1995)**

(c) Doesn't apply.



**E.13 ELECTRONIC OFFERS REQUIRED IN RESPONSE TO THIS SOLICITATION –  
COMMERCIAL DRMS 52.212-9R01 (FEB 2000) FULL TEXT**

1. You must submit your offer via paperless electronic media (See Paragraph 2 below.) with one original signed copy of the SF1449 or letterhead stationary with the information required by FAR 52.212-1(b) and clause E. 15. Except for the SF1449 or letterhead stationary, pricing and any other requested proposal information submitted in paper form is unacceptable. You must submit your electronic offer, and any supplemental information (such as spreadsheets, backup data, and technical information), using any of the following electronic formats:

(i) Files readable using these Microsoft\* 97 Office Products (DRMS can currently read OFFICE 97\* and lower) Word, Excel, Powerpoint, or Access. Spreadsheets must be sent in a file format that includes all formulae, macro and format information. Print image is not acceptable.

(ii) Files in Adobe PDF (Portable Document Format).

(iii) Other electronic formats. Before preparing your offer in any other electronic format, please contact the buyer identified in Block 8 of the solicitation cover sheet (DD Form 1707), to obtain a decision as to the format's acceptability. This e-mail must be received by the buyer not later than ten calendar days before the closing date. Failure to e-mail the buyer within this timeframe to seek an alternate format's acceptability may result in rejection of your offer. All alternate methods must be at no cost to the Government.

NOTE: The above formats may be submitted in compressed form using self-extracting files.

2. Acceptable Media: You must submit your offer via one 3 1/2 inch disk or e-mail. Identify the software application and version that you used to create each file submitted.

(a) 3 1/2 inch disk via U.S. Mail or other carrier Offerors shall label any and all submitted disks with the solicitation number and closing date, and the offeror's name and address and contact phone number. Your attention is called to the entirety of provision FAR 52.212-1 "Instructions to Offerors--Commercial Items" --all contained therein is applicable to paperless electronic offers. In the event of multiple submitted offers, place each offer/submission on its own disk(s)(one offer can comprise multiple disks). You must also submit only one offer/submission per envelope. Submit ONLY ONE (1) of each disk (no additional copies required).

(b) E-Mail If you choose to use e-mail, address your offer to drms-tpoo@mail.drms.dla.mil. DO NOT E-MAIL TO ANY OTHER ADDRESS. THE SUBJECT LINE OF THE E-MAIL MUST READ: "OFFER -- (SOLICITATION NUMBER), (NAME OF COMPANY/OFFEROR), CLOSES (CLOSING DATE). Maximum size of each e-mail message shall be three and one-half (3.5) megabytes. Any compressed files must be self-extracting and you must provide appropriate instructions. You may use multiple e-mail messages for each offer/submission, however, you must annotate the subject lines as described above for each message and number them in this manner: "Message 1 of 3, 2 of 3, 3 of 3". Offers submitted by e-mail are submitted at the contractors' risk. DRMS cannot guarantee the security of the offer if it is submitted via e-mail.

3. Lateness rules for submitted disks or e-mail submissions are outlined in FAR 52.212-1, listed in Section E of this solicitation. Pay particular attention to paragraph (f)(2)(i)(A) of that clause as it relates to the timing of e-mail submissions.

4. Security Note: If you choose to password-protect access to your offer, you must provide the password to DRMS before the closing date. Contact the buyer identified in Block 8 of the DD Form 1707 to arrange a means of providing it. Passwords used only for the purpose of write protecting files need not be provided.

5. Electronic offers must include, as a minimum:

(a) The SF1449 or letterhead stationary cover sheet as required by FAR 52.212-1(b). SIGNATURE: For all offers, the SF 1449 or letterhead stationary should be signed and included electronically in your disk (but see d below). Clearly label the disc as described in paragraph 2(a) above, adding the name and title of the signer authorizing your company, your company name, and then sign the LABEL itself. Authentication for e-mailed offers is verified by the offeror's return e-mail address.

(b) All applicable fill-in provisions from Sections A, B and E of this solicitation. All applicable fill-ins must be completed and submitted by the offeror.

(c) A statement of agreement to all the terms, conditions, and provisions of this solicitation.

(d) If unable to provide a signed copy of the SF1449, letterhead stationary or fill-in clauses in an electronic format, these items maybe faxed to (616) 961-4474 to the attention of the buyer listed in block 8 of the DD Form 1707. These items must be provided by the closing date and time set for receipt of offers or the offer may be determined late (see FAR 52.212-1(f)).

(e) Any other information required by the solicitation.

6. Please see FAR 15.207(c) for a description of the steps the Government shall take with regard to unreadable offers.

7. Offerors shall make every effort to ensure that their offer is virus-free. Offers (or portions thereof) submitted which DO reflect the presence of a virus, or which are otherwise rendered unreadable by damage in either physical or electronic transit, shall be treated as "unreadable" per paragraph 6 above.

#### **E.15 PROPOSAL SUBMISSION (FORMAT AND CONTENT) DRMS 52.215-9R05 (JAN 2000) FULL TEXT**

The following describes the information that must be furnished as part of the proposal and the format required. Proposals that do not provide the required information in the prescribed format may be excluded from further consideration.

(a) FORMAT: Proposals shall be submitted with an original and 2 copies in distinctly severable parts consisting of the following volumes:

(1) Volume I: Proposal Certifications and Price Schedule. Automated duplication of the solicitation price schedule contained in section B of this solicitation is neither necessary nor desired.

(2) Volume II: Past Performance Proposal. The submission of a past performance proposal is mandatory for offerors without current (within the last 2 years) relevant DRMS past performance but optional for offerors with current relevant DRMS past performance. The

Government will use the data submitted in the past performance proposal, as well as data available from other sources, within the last 2 years to evaluate past performance.

Volume III: Technical Plan.

(b) MINIMUM CONTENT:

(1) Volume I, Proposal Certification and Price Schedule, shall contain:

(i) Section A of Solicitation, Standard Form 1449, completed and signed by an authorized representative/negotiator on behalf of the offeror. Be sure to include cage code in block 31b of the SF 1449.

(ii) Section B of Solicitation (completed with a schedule of prices for each item). Be sure to check for mathematical errors and rounding errors.

(iii) Section E.4 and E.10 of Solicitation completed by an authorized representative/negotiator on behalf of the offeror (Representations, Certifications and other Statements of Offeror);

(2) Volume II, Past Performance Proposal shall contain the information required to satisfy the provision entitled, PAST PERFORMANCE PROPOSAL, DRMS 52.215-9R024.

(3) Volume III, Technical Plan, three copies.

(i) Each bidder must submit a plan outlining their method of assay for each CLIN being bid on (CLINs 0001 – 0005) in Section B of the solicitation. This plan shall describe each step of how the contractor's assaying methods will be performed, including hours of operation.

(ii) Each plan shall include a list of equipment to be used in assaying the GFP/GFM samples.

**E.16 PAST PERFORMANCE PROPOSAL DRMS 52.215-9R24 (FEB 2000) FULL TEXT**

(a) The offeror is required to provide any information regarding the level of performance, in terms of delivery and quality achieved under either Government or commercial awards for the same or similar services that were incorporated into contracts within the last two years. The information provided should support for a qualitative review of the offeror's record of performance in the areas of conforming to specifications, adherence to contract schedules, reputation for reasonable and cooperative behavior, commitment to customer satisfaction, and business-like concern for the interest of your customer. Additionally, if performance deficiencies were identified, what were they and what corrective action was taken.

(1) Offerors shall submit past performance data on Attachment No I. For each reference provided, a valid name and telephone number, contract number, contract type, dollar value, contract award and completion dates, point of contact and e-mail address is required.

(2) Narrative information regarding conformance to specifications, adherence to schedules and performance deficiencies may be submitted on plain bond paper, identifying this

solicitation number, and securely attached to Attachment I. The information shall be in sufficient detail to explain how each reference relates to same or similar requirements of the instant solicitation.

(b) Experience:

(1) Offeror shall submit qualifications of either the firm and/or key employees of the firm. Current (within the last 2 years) relevant experience of the firm must include the following information – name, address, telephone number, and point of contact, type of contract, for which same or similar services were rendered, inclusive dates of service, dollar value of contract or purchase order, quantity, and type of services rendered. In addition a qualitative review will be conducted in the area of conforming to specification, adherence to contract schedules, reputation for reasonable and cooperative behavior commitment to customer satisfaction and business like concerns for the interest of the customer.

(2) If the offeror elects to submit qualifications of key employees within the firm, then submit the following documentation for each key employee:

(i) Places and dates of prior employment; title and positions held; and a clear, concise description of duties related to the services required by this solicitation.

(ii) College degrees earned from accredited institutions, names and locations of the institutions attended, major subject studied and inclusive dates of attendance.

(iii) Indicate which key employee(s) possesses a degree and/or hands on experience to include dates of experience that directly relate to the services required by this solicitation.

**E.17 INCORPORATION OF TECHNICAL PLAN – ASSAY SERVICE DRMS (JUL 2000) FULL TEXT**

The acceptable technical plan of the successful offeror will be incorporated into the contract upon award.

**E.18 EVALUATION – COMMERCIAL ITEMS FAR 52.212-2 (FEB 2000) FULL TEXT**

(a) The Government will make award to a single, responsible offeror with an acceptable assay methodology plan whose offer(s) conforms to the solicitation and demonstrates the best value to the Government in terms of past performance and price. The evaluation factors are listed in descending order of importance:

Past Performance (Most Important)

Price (Less important than past performance but still a significant factor).

(i) Technical Evaluation:

To be acceptable a firm(s) plan must show a systematic approach as to how they will assay for each CLIN shown in the bid schedule. The Contractor's assay methodology plan will be reviewed for the following as a minimum:

(1) Method of assay chose, to include sample preparation, in regards to compliance with standard industry practices for performing assays/analysis.

(2) Equipment to be used in performance of assays.

(3) Method for handling the incoming samples through assay and submission of the analysis/assay report which demonstrates ability to comply with the established timeframe requirements.

(4) Method for handling the incoming samples through assay and submission of the analysis/assay report which demonstrates ability to comply with the established timeframe requirements.

(ii) Evaluation of Past Performance:

(1) The Government will conduct a qualitative review of the offeror's past performance. The assessment of the offeror's past performance will be used as a means of evaluating the relative capability of the offeror and the other competitors. Thus, an offeror with an exceptional record of past performance may receive a more favorable evaluation than another whose record is satisfactory.

(2) In investigating an offeror's past performance, the Government will consider information in the offeror's proposal and information obtained from other sources, including past and present customers and their employees, other government agencies, including state and local agencies, consumer protection organizations and better business bureaus; former subcontractors; and others who may have useful information. Failure by the offeror to provide evidence of relevant past performance on contracts of a same or similar nature in terms of quality, assay methodology used, methodology used/accuracy of assaying performance (as specified in the Statement of Work, paragraph B.2c, 99.5%), delivery, and complexities of the services provided will be considered by the Government to have no relevant past performance history. The Government will evaluate the experience of key personnel in accordance with submission requirements of E.16(b)(2).

(3) Evaluation of past performance will be a subjective assessment based on a consideration of all relevant facts and circumstances. It will not be based on absolute standards of acceptable performance. The Government is seeking to determine whether the offeror has consistently demonstrated a commitment to customer satisfaction and timely delivery of services. This is a matter of judgment. Offerors will be given an opportunity to address especially unfavorable reports of past performance, and the offeror's response—or lack thereof—will be taken into consideration.

(4) Past performance will not be scored, but the Government's conclusions about the overall quality of the offeror's past performance will be a factor in determining the relative merits of the offeror's proposal and in selecting the offeror whose proposal is considered most advantageous to the Government.

(5) By past performance, the Government means the offeror's record of conforming to specifications and to standards of good workmanship; the offeror's adherence to contract schedules, including the administrative aspects of performance; the offeror's reputation for reasonable and cooperative behavior and commitment to customer satisfaction; the offeror's business-like concern for the interest of the customer; and the offeror's performance on Subcontracting Plans (applicable to large business only).

(iii) Evaluation of Price:

The offered price will be used in conjunction with the other factors to determine the proposal, which represents the best value to the Government. Price will not be numerically scored, but it will be fully evaluated using price analysis techniques.